

AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE

Pursuant to paragraph 14 of the Settlement Agreement submitted to the Court in the matter, *Cegueda-Juarez v. Cleanwear USA 2, Inc. (d/b/a Alpine Cleaners), et al.*, No. 18-cv-1604 (PAC), the following provisions are amended as follows:

1. **Consideration**: In full settlement and final satisfaction of any and all claims that Plaintiff had, has or may have against the Defendants, including but not limited to the claims raised in the Action, and in consideration for the agreements and obligations set forth herein, including but not limited to the releases set forth in Paragraph 4, the Defendants shall pay Plaintiff the total sum of FORTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$45,000.00)(hereinafter, the "Settlement Amount").

(a) **Settlement Payments.**

(i) Pursuant to the payment schedule set forth in **Exhibit A**, Defendants will issue checks made payable to "Lazaro Cegueda-Juarez" in the amount of Nine Thousand Three Hundred Seventy-Seven Dollars and Eighty Cents (\$9,377.80), less applicable tax withholdings and deductions required by law, representing payment for any and all unpaid overtime and other wages under the NYLL and FLSA. Defendants shall issue Lazaro Cegueda-Juarez an IRS Form W-2 with respect to this payment.

(ii) Pursuant to the payment schedule set forth in **Exhibit A**, Defendants will issue checks made payable to "Lazaro Cegueda-Juarez" in the amount of Twenty-Eight Thousand One Hundred and Thirty-Three Dollars and Twenty-Five Cents (\$28,133.20) for which Defendants will issue Lazaro Cegueda-Juarez an IRS Form 1099-MISC, representing payment for alleged liquidated damages and penalties under the NYLL and FLSA.

(iii) Pursuant to the payment schedule set forth below in **Exhibit A**, the Defendants will issue checks to "Michael Faillace & Associates, P.C." in the amount of Seven Thousand Four Hundred and Eighty-Nine Dollars (\$7,489.00), for which the Defendants will issue an IRS Form 1099-MISC to Michael Faillace & Associates, P.C. representing payment for Plaintiff's attorneys' fees, costs and expenses incurred in this matter, whether those fees and costs were incurred by Michael Faillace & Associates, P.C. and/or any other law firm or attorney.

IN WITNESS WHEREOF, and intending to be legally bound thereby, the Parties have caused this Agreement to be duly executed on the date below noted.

AGREED:

PLAINTIFF

LAZARO CEGUEDA-JUAREZ

By: Lazaro Cegueda

Dated: 11/15/19

DEFENDANTS

CLEANWEAR USA 2 INC. d/b/a ALPINE CLEANERS

By: _____

Dated: _____

RAIN DROP INC.

By: Xana / W

Dated: 11/15/19

IN WITNESS WHEREOF, and intending to be legally bound thereby, the Parties have caused this Agreement to be duly executed on the date below noted.

AGREED:

PLAINTIFF

LAZARO CEGUEDA-JUAREZ

By: Lazaro Cegueda

Dated: 11/15/19

DEFENDANTS

CLEANWEAR USA 2 INC. d/b/a ALPINE CLEANERS

By: [Signature]

Dated: 11/19/19

RAIN DROP INC.

By: [Signature]

Dated: 11/15/19

EXHIBIT A

Settlement Payment Schedule

CEGUEDA-JUAREZ vs. CLEANWEAR USA 2 INC, ET AL.

SDNY Civil Case Docket No. 18-cv-1604

Payment No.	Plaintiff on W-2	Plaintiff on 1099	Attorney's Fees
1	\$468.89	\$1,406.66	\$374.45
2	\$468.89	\$1,406.66	\$374.45
3	\$468.89	\$1,406.66	\$374.45
4	\$468.89	\$1,406.66	\$374.45
5	\$468.89	\$1,406.66	\$374.45
6	\$468.89	\$1,406.66	\$374.45
7	\$468.89	\$1,406.66	\$374.45
8	\$468.89	\$1,406.66	\$374.45
9	\$468.89	\$1,406.66	\$374.45
10	\$468.89	\$1,406.66	\$374.45
11	\$468.89	\$1,406.66	\$374.45
12	\$468.89	\$1,406.66	\$374.45
13	\$468.89	\$1,406.66	\$374.45
14	\$468.89	\$1,406.66	\$374.45
15	\$468.89	\$1,406.66	\$374.45
16	\$468.89	\$1,406.66	\$374.45
17	\$468.89	\$1,406.66	\$374.45
18	\$468.89	\$1,406.66	\$374.45
19	\$468.89	\$1,406.66	\$374.45
20	\$468.89	\$1,406.66	\$374.45
TOTAL	\$9,377.80	\$28,133.20	\$7,489.00